Freeman Andress

(205) 591-3445
5117 FIRST AVENUE NORTH BIRMINGHAM, AL 35212

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LEASE WITH OPTION TO PURCHASE

STATE OF ALABAMA
JEFFERSON COUNTY

This lease, made the ____ day of June, 1994 by and between Freeman Andress d/b/a The Birmingham Wedding Chapel, hereinafter referred to as "Landlord" and The Covenant Metropolitan Community Church, hereinafter referred to as the "Lessee", which terms the Landlord and Lessee shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

That the Landlord, in consideration of the covenants of the Lessee, does hereby lease and demise into said Lessee, and the Lessee hereby agrees to take and lease from the Landlord, for the term hereinafter specified, the following described premises:

PREMISES:

~~Approximately _____ square feet,~~ identified as The Birmingham Wedding Chapel, 5117 1st Avenue North, Birmingham, Alabama which includes but is not limited to, the sanctuary and the reception hall, chapel, restrooms, and two additional rooms upstairs in the building behind the sanctuary, the legal description of said building is set forth on Exhibit "A" attached hereto and made a part hereof.

TERM:

For the Lessee to have and to hold for an initial term of one (1) year commencing on June 24th, 1994. The Lessee will have the option to renew this lease for an additional _____ year term on a year to year basis. Lessee will notify the Landlord, in writing, at least ninety (90) days prior to the expiration of the ending lease term if it ~~does not~~ intends to ~~exercise any renewal~~ REMAIN AS LESSEE OF THE PREMISES. Lessee has examined the demise premises and acknowledges that said premises are leased in an "as is" condition.

1. **USE:**

A. The demise premises may be used by the Lessee for their religious services, education purposes, and choir rehearsal. Weddings or holy unions performed at the facility by Lessee will be allowed by the Landlord for members, family members of members and registered friends of Lessee. The Lessee shall use these facilities on Sundays, Mondays, Tuesdays and Wednesdays. Should the Lessee have a need to use the facility on Thursday or Friday, it will notify the Landlord in sufficient time so as to preclude any conflict in scheduling of the facility for a wedding or rehearsal conducted by the Landlord. OR ANY OTHER PURPOSES RELATED TO RELIGION SERVICES

B. Lessee shall not perform any act or acts or carry on any practices which may injure the building of which the premises form a part or be a nuisance or menace to other tenants or guest in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of the Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a Wedding Chapel or which will impair or interfere with or tend to impair or interfere with any of the services performed by the Landlord on the property. Lessee will be responsible for cleaning the carpet in the sanctuary and the reception area of the educational and familyship building twice per year. The Landlord shall be responsible for all care, maintenance and cleaning of the facility except as stated above.

C. Lessee shall see that the doors and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demise premises are a part and

must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Lessee or Lessee's employees or guests leave the building.

D. No additional locks or similar devises shall be attached to any door or window without the Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.

2. **RENTAL:**

Lessee agrees to pay to the Landlord as rental for the demised premises an amount equal to the monthly utility expenses.

3. **LANDLORD REPAIRS:**

The Landlord shall, at his expense, keep and maintain the common areas (including the parking area) and shall maintain the exterior of the building, including the roof, gutter, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior wiring of the building in good condition and repair and shall make any and all structural repairs to the exterior of said premises; provided, however, that the Landlord shall not be obligated to make or pay for any repairs to the building rendered necessary by the fault, act or negligence of the Lessee, its members or guests or any of its servants, agents, or employees.

4. **INSURANCE:**

Lessee will carry liability insurance in an amount equal to $300,000.00 combined single limit, and insurance on its personal properties stored on the premises.

5. **OPTION TO PURCHASE:**

Lessee shall have the option, but not the obligation, of a first right of refusal to purchase the demise premises should it be offered for sale while Lessee is a tenant in good standing and not in default.

This written lease contains a complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Lessee have each caused this lease to be executed on the _____ day of June, 1994.

_____ _____

Witness Birmingham Wedding Chapel
By: Freeman Andress, Owner

_____ _____

Witness Metropolitan Community Church,
Lessee by its authorized representative

SouthTrust Bank
of Alabama, N.A.
P.O. Box 2554
Birmingham, Alabama 35290

SouthTrust
Business Center

SouthTrust Bank

December 12,1995

Mr. Emmitt Wright
COVENANT METROPOLITAN COMMUNITY CHURCH
P. O. Box 101473
Birmingham, Alabama 35210

Dear Mr. Wright:

We are pleased to inform you that SouthTrust Bank of Alabama, National Association (Lender) has approved a term loan (collectively referred to as the loan) to Covenant Metropolitan Community Church(Borrower) subject to the following terms and conditions:

BORROWER:	Covenant Metropolitan Community Church
LOAN AMOUNT:	$204,000 The loan amount shall not exceed 80% of the lower of cost or market value of the collateral.
PROCEEDS:	Proceeds of this loan will be used to acquire a church building for Covenant Metropolitan Community Church
TERM:	A term loan which shall be repaid in 59 monthly payments of principal and interest based on a 15 year amortization period. A final payment in the amount of the unpaid principal and all accrued but unpaid interest shall be due five years after the closing of the loan.

INTEREST RATE AND PAYMENTS:	The term loan shall accrue at a fixed rate of 8.50%. Monthly payments of principal and interest shall commence 30 days from the date of conversion and shall be based on a fifteen year amortization schedule.
FINAL MATURITY:	Five years from the date of closing the permanent loan
COMMITMENT FEE:	$500.00, payable at closing
COLLATERAL:	First mortgage on all real property, furnishings, fixtures, equipment and other personal property related to the project.
DEPOSIT RELATIONSHIP:	The Borrower agrees to maintain a depository relationships with Lender so long as the loan is outstanding.
APPROVALS:	The borrowing of the loan, the securing of the loan with collateral, the commitment of the Borrower's revenues to the repayment of the loan in accordance with the terms outlined in this letter, and the terms of this commitment shall be approved by all necessary actions of the Borrower prior to the closing of the loan (including without limitation the affirmative

vote by the required number of the Borrower's trustees and/or administrative board or congregation) and written evidence of all such approvals satisfactory to Lender shall be delivered to Lender prior to the closing.

ADDITIONAL TERMS AND CONDITIONS REGARDING LOAN REQUEST:

Loan Cost: All costs of closing this loan including but not limited to appraisal fees, title insurance, UCC Searches, inspection fees, engineering fees, surveys, Lender's legal fees, and recording costs and taxes shall be paid by the Borrower.

The Borrower further agrees to reimburse Lender for all costs incurred in the event this loan is not consummated as a result of the failure of the Borrower to close the loan.

Secondary and Additional Financing: Any secondary financing secured in any way by the collateral described must have prior written approval of Lender.

Waiver of Right to Jury Trial: In consideration of Lender's decision to approve said loan as stated herein, both Lender and Borrower agree to waive the right to a jury trial in any lawsuit that may arise between the parties hereunder. In addition, both parties agree to execute an agreement (Waiver of Right to Jury Trial) which more fully describes said agreement.

Flood Insurance: This commitment is subject to full compliance with the Flood Disaster Protection Act and all regulations related thereto, if applicable. This Act and Regulations may require the Borrower to purchase flood insurance if any part of the project is located in a flood plain.

Hazard Insurance and Liability: Borrower shall submit at least forty-eight (48) hours prior to closing a binder of policy of Fire and Extended Coverage Insurance in at least the amount of the loan or maximum insurable amount obtainable from an acceptable insurance company. Minimum liability insurance in the amount of $1,000,000.00 for each occurrence is required. Lender must be named as mortgagee and loss payee under the hazard insurance policy and as an additional insured under the liability insurance policy.

Title Insurance: An A.L.T.A. Title Insurance Policy insuring the lender of a valid first mortgage lien on the subject property shall be required. This policy shall be issued by a company and in an amount acceptable to Lender and shall be free of exceptions regarding matters of survey, parties in possession and unfiled labor and mechanics liens. Additionally, Lender shall require copies of all title exception documents as set forth in Schedule B-II of the title binder along with an Insured Closing Letter from the title company.

Survey: A survey of the property must be made by a registered surveyor or civil engineer approved by Lender and title insurer, which survey shall have been made not more than ninety (90) days prior to the date of closing and which shall contain an accurate legal description of property and show the same as contiguous to and not encroaching upon dedicated public streets, roads and highways. Such survey must be certified to Lender, the title insurer and the borrower, and must conform to the minimum requirements of the Alabama Land Title Association and specifically state that the survey was prepared from the dimensions taken upon physical inspection and measurements of the property. The survey shall further contain the legal description of and show all easements of record appearing as exceptions or notations in the title commitment and policy along with all proposed easements affecting the subject property. Said easements shall be acceptable to Lender and shall not impair the marketability of the property nor impair its intended use. The surveys shall be adequate for deletion

of "survey exceptions" from Lender's mortgage title insurance policy.

Appraisal: The Lender shall engage an appraiser approved by the Lender to complete an appraisal report on the proposed improvements. The appraisal report is subject to Lender review and approval. The cost of the appraisal shall be borne by the Borrower.

Zoning Compliance/Permits: Letters from appropriate governmental authorities establishing zoning and land use classification of the mortgaged parcel and the uses permitted thereunder, together with a copy of the ordinance shall be provided prior to closing of the loan.

Material Change: Lender shall not be under obligation to fund this loan should there be any material adverse change in Borrower's financial position from that reflected in the financial statements, tax returns and other data previously submitted to Lender, or if any information previously submitted to Lender proves to be false, or if the survey, appraisal, or title insurance binder reveal facts which are unsatisfactory to Lender, and no liability shall attach to Lender by reason thereof.

Financial Statements: A financial statement in a form acceptable to the Lender shall be furnished by the Borrower on an annual basis.

Assignability To Rights Under Commitment: This commitment is made in favor of only the persons to whom this commitment is addressed as "Borrower" and no other person is entitled to rely on it. This commitment is not assignable by Borrower or transferable by operation of law or otherwise, unless approved in writing by Lender.

Terms To Survive Closing: The terms and conditions set out in this commitment letter shall be construed where possible to apply to the continuing relationship of Lender and Borrower and to supplement the various documents to be executed at closing.

Indemnity: In the event Lender is named in any legal action brought against Borrower for actions occurring during the period of this commitment letter or the loan, Borrower shall indemnify and hold Lender fully harmless for any and all claims arising out of or resulting from any such claim.

Regulatory Requirements Of Lender: This commitment is subject to full compliance with all applicable state and federal law and regulations which may govern Lender. At no time shall the Lender be required to advance funds in excess of the legal lending limits to a single Borrower.

Acceptance: This commitment is not valid unless and until Lender has received one copy of this commitment letter properly executed by the Borrower, no later than thirty (30) days from the date of the letter.

Voidance Of Commitment: This commitment shall be voidable at the option of Lender should any of the following events occur;

A. Borrower files for bankruptcy protection.

B. A proceeding is commenced by or against Borrower under any Bankruptcy or insolvency law.

C. There is any material adverse change in Borrower's financial condition.

D. Borrower defaults on any other obligation it may have.

E. Borrower fails to comply with any provision of this commitment.

F. If the Borrower's congregation splits, disbands or the worship at Borrower's Church is discontinued or suspended for any reason.

Waiver: No waiver by Lender of any breach by Borrower of any of the provisions of this commitment shall constitute a waiver by Lender of any subsequent breach by Borrower. No advance of funds prior to the satisfaction by Borrower of all conditions and requirements of this commitment shall constitute a waiver by Lender of its right to insist upon full performance by Borrower of said conditions and requirements prior to further advances of Lender.

No Reliance: In making the loan described in this letter, Lender will act only as a Lender and the relationship between the Borrower and Lender will be solely that of debtor and creditor. The Borrower acknowledges that Lender has not been and will not be the Borrower's financial advisor and that it is the Borrower's responsibility to develop and maintain a plan for timely repayment of the loan.

Closing Documents: Regardless of who prepares the documents, all documents executed in connection with the loan and the loan closing shall be satisfactory to Lender in its sole direction.

Closing Date: Closing of this loan shall occur upon compliance with all terms and conditions stated herein, however, this loan shall not close later than March 1, 1996 without Lenders approval.

SouthTrust Bank would like to thank you for giving the opportunity to offer this commitment to Covenant Metropolitan Community Church. Please review this commitment and if it meets with your approval, acknowledge your acceptance by signing below and returning this letter to the undersigned.

Sincerely,

Jarvis B. Morehead

Jarvis B. Morehead
Vice President
Business Center

BUILDING COMMITTEE - 5/8/95

Activity Report
No meeting held

1. On April 16, a new CLEANUP and LOCKUP POLICY was proposed. Each occasion, activity or meeting will have a head coordinator/program chairperson who is ultimately responsible for the building. With that person is a keyholder and cleanup person. Two people will check door, light and HVAC status of both buildings as if the entire complex was used for the activity. They will be the last people out of the buildings. If another activity overlaps, that crew will still do the procedure, then pass off to the remaining crew. The last crew out checks **again** when they leave. We need to determine in advance the Board Member of the Service. This is so Christopher will know who to look for after each service.

The idea is that when the owners come in the next morning, the space should be ready for them to do business as usual. Chairs, tables, book cart, video tape, books, papers, etc. need to be put back in place.

2. The owner had extensive work done on the air conditioner in the flower room (the one with the water tower). It is old and cantankerous. The owner asks that the thermostat (in the choir loft) NOT be used to control the temperature and left all the way down (cold). Turning the units on and off is complicated. The area cooling efficiency is not even. The back area of the sanctuary can be cold and the front burning up (there are more lights heating the front area). The building will be cold at first until the body heat settles in the room. We are going to continue to experiment with methods and procedures to reach a compromise. Please present a positive attitude to the general public that the situation is under control and being worked on.
The balcony unit creates such a noise level that it will be used only for the initial cool-down.

Repectfully submitted,

Allan Francis, Chair-person

TUSCALOOSA PARISH EXTENSION
Covenant MCC

May 8, 1995

During the past month the following occurred:

Four worship services with attendance from 17 - 28

Seven peer listening sessions

Fifty personal contacts

Our Wednesday night Bible studies continue with an average of 10 present.

Outreach through TLC per handout and personal contacts by church attenders

Continued our inquirers class with 7 attending

The treasurer will have the financial report.

Treasurer's Report - April, 1995

(based on unreconciled bank statement)

INCOME:

Tithable income was $7898 (A1) for this month which was $1412 over budget (A2). Our year-to-date income is $1151over of budget (B3). This was a five-Sunday month.

EXPENSES:

The expenses of $6629 (A4) was $143 (A5) over budget giving us a net of $1269 for the month (A6). See notes. Contributions were made to all of the various organizations.

SAVINGS DEPOSITS:

$680 was transferred to savings (A7) for all funds.

BUILDING FUND:

Direct pledge and open plate contributions were $307 (D8) bringing the total including interest to $37,960 (C9). The monthly pledge to the building fund is $547.

COMMUNITY ASSISTANCE FUND:

Direct and open plate contributions were $322 (D10). Disbursements by the Deacons totaled $150 (D11). The balance is now $365 (C12).

BALANCE SHEET:

The liquid reserve (available funds in checking account) is at $9058 in regular and $1280 for Tuscaloosa (C13).

TUSCALOOSA PARISH EXTENSION:

The Tuscaloosa Parish Extension added $982 (F14) and had $857 (F15) in expenses for a balance of $1280.

OTHER:

1. The Seder activities totaled $215 which was 25 over what was collected. The balance was charged to Special Programs.
2. A $6000 certificate of deposit was purchased for the Reserve Fund at 5.75% interest for six months. An additional $4000 CD was purchased for the Building Fund at 6.15% for a year. (F16)
3. The insurance was $550 for the year which will show that budget line item to be overspent for six more months. (B17)
4. A salary advance was made to Marge that will be repaid by next month using witholding from the semimonthly checks (C18). Approval needs to be shown in the minutes.

Respectfully submitted,

_____

ALLAN FRANCIS, Treasurer

		04/01/95-04/30/95 ACTUAL	04/01/95-04/30/95 BUDGET	DOLLAR VARIANCE
	INCOME			
	Income			
	Income - Tithable			
3001	Pledges - General (T)	$ 5402.83	$ 5675.00	$ -272.17
3002	Plate & Envelopes (T)	2495.00	811.00	1684.00
3003	Other Income (T)	0.00	0.00	0.00
	Total Income - Tithable	7897.83	6486.00	1411.83
	Non-Tithe Income			
5020	Love Offerings (NT)	0.00	0.00	0.00
5040	Gifts in Kind	0.00	0.00	0.00
5050	Sales (NT)	190.00	0.00	190.00
	Total Non-Tithe Income	190.00	0.00	190.00
	Total Income	8087.83	6486.00	1601.83
	TOTAL INCOME	$ 8087.83	$ 6486.00	$ 1601.83
	EXPENSE			
	Expense			
	Budgeted Expense			
2100	Rent	$ 67.00	$ 67.00	$ 0.00
2102	Worship Supplies	-1.13	50.00	51.13
2103	Music Ministry	279.58	200.00	-79.58
2110	Maintenance	23.26	125.00	101.74
2111	Utilities	499.56	700.00	200.44
2112	Telephone	55.48	78.00	22.52
2113	Admin/Office Supplies	83.59	35.00	-48.59
2114	Postage	12.80	25.00	12.20
2115	Insurance	550.00	50.00	-500.00
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Evangelism Exp.	93.00	125.00	32.00
2121	Advertisments	100.00	150.00	50.00
2122	Newsletter	81.25	100.00	18.75
2123	Special Programs	25.39	25.00	-0.39
2124	Parish Extension	25.00	25.00	0.00
2130	BAO Contribution	80.00	80.00	0.00
2131	Clinic (1917) Contrib.	80.00	80.00	0.00
2132	Info. Phone Line Contrib.	25.00	25.00	0.00
2133	Global Outreach	50.00	50.00	0.00
2134	Other Contrib.	0.00	25.00	25.00
2140	Social & Hospitality	139.08	100.00	-39.08
2141	Deacon's Fund	0.00	40.00	40.00
2142	Memorials	0.00	50.00	50.00
2150	Sunday School	0.00	20.00	20.00
2151	Bible Study Material	0.00	10.00	10.00

		04/01/95-04/30/95 ACTUAL	04/01/95-04/30/95 BUDGET	DOLLAR VARIANCE
2152	Study Courses	0.00	10.00	10.00
2153	Inquirer's Class	33.75	20.00	-13.75
2154	Youth Ministries	0.00	40.00	40.00
2155	Children's Ministry	0.00	20.00	20.00
2156	Library	0.00	20.00	20.00
2160	Building Fund Contrib.	100.00	100.00	0.00
2162	CAF Contrib. to Savings	80.00	80.00	0.00
2163	Dist.Conf.Fund Contrib.	150.00	150.00	0.00
2164	Gen.Conf.Fund Contrib.	50.00	50.00	0.00
2165	Scholarship Fund Contrib.	25.00	25.00	0.00
2166	Copier Svc. Contract	181.50	110.00	-71.50
2167	Capital Proj.Fund Contrib	100.00	100.00	0.00
2168	Anniv. Fund Contrib.	100.00	100.00	0.00
2170	Pension Contrib.	0.00	100.00	100.00
2171	UFMCC Tithe	789.78	649.00	-140.78
2172	GLAD Tithe	394.89	324.00	-70.89
2180	Admin. Assist. Staff	120.00	120.00	0.00
2181	Chamberlain	125.00	108.00	-17.00
2190	Pastor Comp.	930.00	930.00	0.00
2192	Pastor Housing	800.00	800.00	0.00
2193	Pastor Travel	75.00	75.00	0.00
2194	Pastor Insurance	110.00	110.00	0.00
2195	Pastor Conf.Fnd.Contrib.	75.00	75.00	0.00
2196	Pastor Retirement	120.00	130.00	10.00
	Total Budgeted Expense	6628.78	6486.00	-142.78
	Unbudgeted Expense			
2161	Reserve Fund Contribution	0.00	0.00	0.00
5021	Love Gifts Collected	0.00	0.00	0.00
5041	Value of Gifts in Kind	0.00	0.00	0.00
5052	Event Fees Collected	190.00	0.00	-190.00
5500	Miscellaneous-Unbudgeted	0.00	0.00	0.00
	Total Unbudgeted Expense	190.00	0.00	-190.00
	Total Expense	6818.78	6486.00	-332.78
	TOTAL EXPENSE	$ 6818.78	$ 6486.00	$ -332.78
	NET INCOME (LOSS)	$ 1269.05	$ 0.00	$ 1269.05

A

Covenant MCC
REGULAR Fund-Actual vs Budgeted - YTD

		01/01/95-04/30/95 ACTUAL	01/01/95-04/30/95 BUDGET	DOLLAR VARIANCE
	INCOME			
	Income			
	Income - Tithable			
3001	Pledges - General (T)	$ 20745.26	$ 22700.00	$ -1954.74
3002	Plate & Envelopes (T)	6349.29	3244.00	3105.29
3003	Other Income (T)	0.00	0.00	0.00
	Total Income - Tithable	27094.55	25944.00	1150.55
	Non-Tithe Income			
5020	Love Offerings (NT)	12.50	0.00	12.50
5040	Gifts in Kind	0.00	0.00	0.00
5050	Sales (NT)	219.10	0.00	219.10
	Total Non-Tithe Income	231.60	0.00	231.60
	Total Income	27326.15	25944.00	1382.15
	TOTAL INCOME	$ 27326.15	$ 25944.00	$ 1382.15
	EXPENSE			
	Expense			
	Budgeted Expense			
2100	Rent	$ 268.00	$ 268.00	$ 0.00
2102	Worship Supplies	220.14	200.00	-20.14
2103	Music Ministry	625.03	800.00	174.97
2110	Maintenance	40.85	500.00	459.15
2111	Utilities	2477.81	2800.00	322.19
2112	Telephone	221.08	312.00	90.92
2113	Admin/Office Supplies	237.90	140.00	-97.90
2114	Postage	96.84	100.00	3.16
2115	Insurance	550.00	200.00	-350.00
2116	Bank Charges	0.00	20.00	20.00
2120	Evangelism Exp.	417.38	500.00	82.62
2121	Advertisments	253.00	600.00	347.00
2122	Newsletter	388.09	400.00	11.91
2123	Special Programs	25.39	100.00	74.61
2124	Parish Extension	75.00	100.00	25.00
2130	BAO Contribution	320.00	320.00	0.00
2131	Clinic (1917) Contrib.	320.00	320.00	0.00
2132	Info. Phone Line Contrib.	100.00	100.00	0.00
2133	Global Outreach	150.00	200.00	50.00
2134	Other Contrib.	50.00	100.00	50.00
2140	Social & Hospitality	457.06	400.00	-57.06
2141	Deacon's Fund	43.34	160.00	116.66
2142	Memorials	0.00	200.00	200.00
2150	Sunday School	159.04	80.00	-79.04
2151	Bible Study Material	0.00	40.00	40.00

Covenant MCC
REGULAR Fund-Actual vs Budgeted - YTD

		01/01/95-04/30/95 ACTUAL	01/01/95-04/30/95 BUDGET	DOLLAR VARIANCE
2152	Study Courses	0.00	40.00	40.00
2153	Inquirer's Class	83.02	80.00	-3.02
2154	Youth Ministries	0.00	160.00	160.00
2155	Children's Ministry	0.00	80.00	80.00
2156	Library	12.95	80.00	67.05
2160	Building Fund Contrib.	400.00	400.00	0.00
2162	CAF Contrib. to Savings	320.00	320.00	0.00
2163	Dist.Conf.Fund Contrib.	600.00	600.00	0.00
2164	Gen.Conf.Fund Contrib.	150.00	200.00	50.00
2165	Scholarship Fund Contrib.	75.00	100.00	25.00
2166	Copier Svc. Contract	548.00	440.00	-108.00
2167	Capital Proj.Fund Contrib	400.00	400.00	0.00
2168	Anniv. Fund Contrib.	300.00	400.00	100.00
2170	Pension Contrib.	242.25	400.00	157.75
2171	UFMCC Tithe	2709.46	2596.00	-113.46
2172	GLAD Tithe	1354.72	1296.00	-58.72
2180	Admin. Assist. Staff	480.00	480.00	0.00
2181	Chamberlain	450.00	432.00	-18.00
2190	Pastor Comp.	3720.00	3720.00	0.00
2192	Pastor Housing	3200.00	3200.00	0.00
2193	Pastor Travel	300.00	300.00	0.00
2194	Pastor Insurance	440.00	440.00	0.00
2195	Pastor Conf.Fnd.Contrib.	300.00	300.00	0.00
2196	Pastor Retirement	435.00	520.00	85.00
	Total Budgeted Expense	24016.35	25944.00	1927.65
	Unbudgeted Expense			
2161	Reserve Fund Contribution	0.00	0.00	0.00
5021	Love Gifts Collected	12.50	0.00	-12.50
5041	Value of Gifts in Kind	0.00	0.00	0.00
5052	Event Fees Collected	190.00	0.00	-190.00
5500	Miscellaneous-Unbudgeted	0.00	0.00	0.00
	Total Unbudgeted Expense	202.50	0.00	-202.50
	Total Expense	24218.85	25944.00	1725.15
	TOTAL EXPENSE	$ 24218.85	$ 25944.00	$ 1725.15
	NET INCOME (LOSS)	$ 3107.30	$ 0.00	$ 3107.30

B

Covenant MCC
Balance Sheet - Total All Funds
April 30, 1995

	ASSETS		
	Checking		
50	Checking	$	9057.74
8050	Checking-Tuscaloosa		1280.22
	Total Checking		10337.96
	Savings		
1802	Anniv.Savings		201.21
1002	Building Fund Savings		959.82
1202	CAF Savings		365.15
1702	Capital Savings		988.10
1602	Copier Svc. Savings		0.00
1302	Dist.Conf.Savings		834.81
1402	Gen.Conf.Savings		1726.05
1902	Piano Fund Savings		544.66
1102	Reserve Savings		794.89
1502	Scholarship Savings		605.75
	Total Savings		7020.44
	Other investments		
1009	Certif.of Deposit-Bldg.		37000.00
1109	Certif.of Deposit-Resv.		6000.00
	Total Other investments		43000.00
	Other assets		
597	Advances		500.00
9598	Post Office Deposit		75.00
	Total Other assets		575.00
	TOTAL ASSETS	$	60933.40
	LIABILITIES		
	Other liabilities		
5051	Event Escrow	$	0.00
5022	Love Offering Escrow		200.00
8999	T'loosa Parish Escrow		0.00
5030	W'holding to Transfer		0.00
5010	Youth Offering Escrow		22.16
	Total Other liabilities		222.16
	TOTAL LIABILITIES	$	222.16
	EQUITY		

Covenant MCC
Balance Sheet - Total All Funds
April 30, 1995

	Fund balance		
1801	Anniversary Fund	$	201
1001	Building Fund		37959
1701	Capital Projects Fund		988
1201	Community Assist. Fund		365
1601	Copier Fund		0
598	Deposits		75
1301	District Conf. Fund		834
1401	Gen. Conf. Fund		1726
1901	Piano Fund		544
1101	Reserve Fund		6794
1501	Scholarship Fund		605
	Total Fund balance		50095
	Net	$	10615
	TOTAL EQUITIES	$	60711
	TOTAL LIABILITIES & EQUITY	$	60933

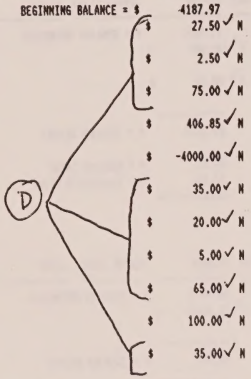
Covenant MCC
Transaction Analysis
For Selected Accounts and All Transaction Types
April 1, 1995 through April 30, 1995

ANNIV.SAVINGS - 1802 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
					BEGINNING BALANCE = $		101.21	
04/30/95	Deposit	5		xfr fm checking		$ 100.00	100.00 ✓	N
	Inc Incr	[5]	Xfr.Fm.Chking to Anniv.	chk 2131				
					ENDING BALANCE = $		201.21	
					Total Deposit : $		100.00	

BUILDING FUND SAVINGS - 1002 : SAVINGS

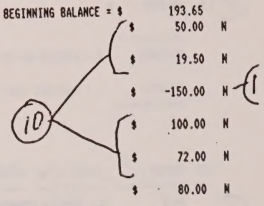
Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
					BEGINNING BALANCE = $		4187.97	
04/02/95	Deposit	116		MemPlus Deposit		$ 27.50	27.50 ✓	N
	Inc Incr	[101]	Pledges - Building (NT)	M+: Pledges - Building (M				
04/09/95	Deposit	117		MemPlus Deposit		$ 2.50	2.50 ✓	N
	Inc Incr	[102]	Pledges - Building (NT)	M+: Pledges - Building (M				
04/16/95	Deposit	1		MemPlus Deposit		$ 75.00	75.00 ✓	N
	Inc Incr	[1]	Pledges - Building (NT)	M+: Pledges - Building (M				
04/16/95	Othr Rct	7		Interest from certf. of d		$ 406.85	406.85 ✓	N
	Inc Incr	[8]	Int.Income-bldg fnd	qtr.end 4/17/95				
04/17/95	Withdraw	3		xfr to CD with NBC		$ -4000.00	-4000.00 ✓	N
	Othr Inc	[2]	Certif.of Deposit-Bldg.	certif of deposit				
04/23/95	Deposit	118		MemPlus Deposit		$ 35.00	35.00 ✓	N
	Inc Incr	[103]	Pledges - Building (NT)	M+: Pledges - Building (M				
04/23/95	Deposit	119		MemPlus Deposit		$ 20.00	20.00 ✓	N
	Inc Incr	[104]	Pledges - Building (NT)	M+: Pledges - Building (M				
04/30/95	Deposit	120		MemPlus Deposit		$ 5.00	5.00 ✓	N
	Inc Incr	[105]	Pledges - Building (NT)	M+: Pledges - Building (M				
04/30/95	Deposit	121		MemPlus Deposit		$ 65.00	65.00 ✓	N
	Inc Incr	[106]	Pledges - Building (NT)	M+: Pledges - Building (M				
04/30/95	Deposit	122		xfr fm checking		$ 100.00	100.00 ✓	N
	Inc Incr	[14]	Xfr.Fm.Chking to Bldg.	xfr check 2126				
04/30/95	Deposit	123		w/h xfr		$ 35.00	35.00 ✓	N
	Inc Incr	[107]	Pledges - Building (NT)	xfr check 2127				
					ENDING BALANCE = $		959.82	
					Total Deposit : $		365.00	
					Total Other Receipt : $		406.85	
					Total Withdrawal : $		-4000.00	



Covenant MCC
Transaction Analysis
For Selected Accounts and All Transaction Types
April 1, 1995 through April 30, 1995

CAF SAVINGS - 1202 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
					BEGINNING BALANCE = $		193.65	
04/02/95	Deposit	38		MemPlus Deposit		$ 50.00		N
	Inc Incr	[21]	CAF Contributions (NT)	M+: CAF Contributions (MT				
04/23/95	Deposit	1		MemPlus Deposit		$ 19.50		N
	Inc Incr	[1]	CAF Contributions (NT)	M+: CAF Contributions (MT				
04/30/95	Withdraw	8		reimburse checking		$ -150.00		N
	Exp Incr	[8]	Xfr.Fm.CAF to Chk.	to cover caf disb				
04/30/95	Deposit	39		MemPlus Deposit		$ 100.00		N
	Inc Incr	[22]	CAF Contributions (NT)	M+: CAF Contributions (MT				
04/30/95	Deposit	40		MemPlus Deposit		$ 72.00		N
	Inc Incr	[23]	CAF Contributions (NT)	M+: CAF Contributions (MT				
04/30/95	Deposit	41		xfr fm checking		$ 80.00		N
	Inc Incr	[16]	Xfr.Fm.Chking to CAF	xfr 2126				
					ENDING BALANCE = $		365.15	
					Total Deposit : $		321.50	
					Total Withdrawal : $		-150.00	



CAPITAL SAVINGS - 1702 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
					BEGINNING BALANCE = $		888.10	
04/30/95	Deposit	13		xfr fm checking		$ 100.00	100.00	N
	Inc Incr	[12]	Xfr.Fm.Chking to Cap.	chk #2126				
					ENDING BALANCE = $		988.10	
					Total Deposit : $		100.00	

PIANO FUND SAVINGS - 1902 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
					BEGINNING BALANCE = $		544.66	
					ENDING BALANCE = $		544.66	

D

Covenant MCC
Transaction Analysis
For Selected Accounts and All Transaction Types
April 1, 1995 through April 30, 1995

DIST.CONF.SAVINGS - 1302 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
				BEGINNING BALANCE = $			609.81	
04/30/95	Deposit	20		xfr fm checking			$ 75.00 ✓	N
	Inc Incr	[21]	Xfr.Fm.Chking To D.Conf.	xfr chk #2126				
04/30/95	Deposit	21		xfr fm checking			$ 150.00 ✓	N
	Inc Incr	[22]	Xfr.Fm.Chking To D.Conf.	xfr chk #2126				
				ENDING BALANCE = $			834.81	
				Total Deposit : $			225.00	

GEN.CONF.SAVINGS - 1402 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
				BEGINNING BALANCE = $			1764.19	
04/30/95	Withdraw	2		reimburse checking			$ -88.14 ✓	N
	Exp Incr	[2]	Xfr.Fm.Gen.Conf.to Chk.	room resv-JH				
04/30/95	Deposit	16		xfr fm checking			$ 50.00 ✓	N
	Inc Incr	[15]	Xfr.Fm.Chking to G.Conf.	xfr 2131				
				ENDING BALANCE = $			1726.05	
				Total Deposit : $			50.00	
				Total Withdrawal : $			-88.14	

RESERVE SAVINGS - 1102 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
				BEGINNING BALANCE = $			6794.89	
04/17/95	Withdraw	1		xfr to CD with NBC			$ -6000.00 ✓	N
	Othr Inc	[1]	Certif.of Deposit-Resv.	certif.of deposit				
				ENDING BALANCE = $			794.89	
				Total Withdrawal : $			-6000.00	

SCHOLARSHIP SAVINGS - 1502 : SAVINGS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
				BEGINNING BALANCE = $			580.75	
04/30/95	Deposit	9		xfr fm checking			$ 25.00 ✓	N
	Inc Incr	[8]	Xfr.Fm.Chking to Schol.	xfr 2131				
				ENDING BALANCE = $			605.75	
				Total Deposit : $			25.00	

Covenant MCC
Transaction Analysis
For Selected Accounts and All Transaction Types
April 1, 1995 through April 30, 1995

CERTIF.OF DEPOSIT-BLDG. - 1009 : OTHER INVESTMENTS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
				BEGINNING BALANCE = $			33000.00	
04/17/95	Othr Inc	2		xfr to CD with NBC			$ 4000.00	N (16)
	Withdraw	[3]	Building Fund Savings	certif of deposit				
				ENDING BALANCE = $			37000.00	
				Total Other Increase : $			4000.00	

CERTIF.OF DEPOSIT-RESV. - 1109 : OTHER INVESTMENTS

Date	Trans Type	Trans Number	Account Posted To	Payee/Description Memo	Units	Split Amount	Amount	Clr
				BEGINNING BALANCE = $			0.00	
04/17/95	Othr Inc	1		xfr to CD with NBC			$ 6000.00	N (16)
	Withdraw	[1]	Reserve Savings	certif.of deposit				
				ENDING BALANCE = $			6000.00	
				Total Other Increase : $			6000.00	

E

Covenant MCC
TUSCALOOSA Fund-Actual vs Budgeted

		04/01/95-04/30/95 ACTUAL	04/01/95-04/30/95 BUDGET	DOLLAR VARIANCE
	INCOME			
	Income			
	Tuscaloosa Income			
8001	Tuscaloosa Income (T)	$ 981.67	$ 576.00	$ 405.67
	Total Tuscaloosa Income	981.67	576.00	405.67
	Tuscaloosa Non-Tithe Income			
8002	To Tusc. FM B'ham	25.00	0.00	25.00
	Total Tuscaloosa Non-Tithe Income	25.00	0.00	25.00
	Total Income	1006.67	576.00	430.67
	TOTAL INCOME	$ 1006.67	$ 576.00	$ 430.67
	EXPENSE			
	Expense			
	Tuscaloosa Expenses			
8075	Tusc. Phone	$ 25.60	$ 26.00	$ 0.40
8076	Tusc. Rent	412.50	358.00	-54.50
8077	Tusc. Leader Travel	200.00	208.00	8.00
8078	Tusc. Tithes	182.46	85.00	-97.46
8079	Tusc. Supplies	0.00	0.00	0.00
8080	Tusc. Promotion	36.00	36.00	0.00
	Total Tuscaloosa Expenses	856.56	713.00	-143.56
	Total Expense	856.56	713.00	-143.56
	TOTAL EXPENSE	$ 856.56	$ 713.00	$ -143.56
	NET INCOME (LOSS)	$ 150.11	$ -137.00	$ 287.11

14

15

Covenant MCC
TUSCALOOSA Fund-Actual vs Budgeted - YTD

		01/01/95-04/30/95 ACTUAL	01/01/95-04/30/95 BUDGET	DOLLAR VARIANCE
	INCOME			
	Income			
	Tuscaloosa Income			
8001	Tuscaloosa Income (T)	$ 3671.45	$ 2304.00	$ 1367.45
	Total Tuscaloosa Income	3671.45	2304.00	1367.45
	Tuscaloosa Non-Tithe Income			
8002	To Tusc. FM B'ham	75.00	0.00	75.00
	Total Tuscaloosa Non-Tithe Income	75.00	0.00	75.00
	Total Income	3746.45	2304.00	1442.45
	TOTAL INCOME	$ 3746.45	$ 2304.00	$ 1442.45
	EXPENSE			
	Expense			
	Tuscaloosa Expenses			
8075	Tusc. Phone	$ 133.51	$ 68.00	$ -65.51
8076	Tusc. Rent	1085.00	1194.00	109.00
8077	Tusc. Leader Travel	850.00	832.00	-18.00
8078	Tusc. Tithes	585.92	340.00	-245.92
8079	Tusc. Supplies	98.60	0.00	-98.60
8080	Tusc. Promotion	175.55	144.00	-31.55
	Total Tuscaloosa Expenses	2928.58	2578.00	-350.58
	Total Expense	2928.58	2578.00	-350.58
	TOTAL EXPENSE	$ 2928.58	$ 2578.00	$ -350.58
	NET INCOME (LOSS)	$ 817.87	$ -274.00	$ 1091.87

F

PASTOR'S REPORT
May 8, 1995

Since March 13, 1995 I have done the following:

Attended meetings:	7
Attended Worship	21
Preached:	7
Consecrated communion	8
Taught classes	5
Led groups	5
Hospital Visitation	3
Funeral/Memorial Services	1
Counseling Sessions	8
House Blessing	1
Supervision meetings	2 (student clergy and deacons)
Attended Dist. Conference	1

EASTER: Easter was phenomenal! We had 62 people present for the Seder, including many guests and family members. The Tenebrae was attended by only 28 people, possibly because people do not really understand what a Tenebrae is, nor how they are part of it. The dawn service was attended by over 30, with an excellent breakfast following. Easter morning had 115, and the choir program Easter evening 127. All of these (including the Tenebrae) were up from last year.

DEBATE: The debate had 154 people present, about evenly divided between the Church of Christ and our community. The consensus was that Greg won it! I don't think the C of C was happy with that, since they have been contacting other MCCs about Pat Donohue doing the same thing with their clergy, most of whom do not want to do a debate with them based on our experience. Buddy Truluck and Randy Votch both asked about our experience at District Conference.

5TH SUNDAY SERVICES: April's 5th Sunday was centered around contemporary Christian music. Mark Cobb enlisted excellent singers. Attendance was 81, second only to the choir presentations at Christmas and Easter. Our people like music! We need to continue these programs, since they seem to meet a need.

INSTALLATION OF PASTOR AT HUNTSVILLE: The church family has been invited by MCC Huntsville to attend the installation of its new pastor. I believe we need to attend this. Jeri Ann Harvey is installing her. The church might also want to check out whether we would like to have Rev. Jeri Ann Harvey for a charismatic spiritual renewal. Some people saw her in Atlanta and are interested in inviting her here.

CLIFF MORRISON MEMORIAL: The kick off for the Cliff Morrison Memorial Apartment at Agape House will be the Gay Pride week service preceding the other activities and coinciding with the first anniversary of Cliff's death. We have not yet heard back from Malcolm Marler. Joe Elmore is the back up person if we cannot get Malcolm.

GAY PRIDE ACTIVITIES: Greg Adams is coordinating the Gay Pride float and activities. He has a report to make at the Board meeting. So far the plans include 9-3 pm workshops (expanded Inquirer's Class) at the church, picnic in the park on Saturday; the choir singing and the pastor speaking Sunday afternoon; a new banner being made by Stevie, and a truck (BJ's) becoming a float. Greg will be asking for funds for this as well as for the picnic. Donations will be received at the picnic to replace at least some of the money spent.

MEMBERSHIP: Membership is now 116, after putting seven people on the inactive roll.

NEW MEMBERS: An inquirer's class is scheduled for gay pride week and the Mondays preceding it. A number of people from the previous inquirer's class are interested in membership and will be taken in this month and the first Sunday in June.

CHILDREN'S MOMENT: We still need a microphone for this.

SUNDAY SCHOOL: The adult and young adult classes have apparently disbanded. Malcolm is teaching the Youth group, and Sharai the younger children (when they are present). Sunday School does not seem to be anyone's priority at the moment, with very few people, except John Hankins children attending. Steve Parker suggested having Inquirer's Classes for six weeks at the Sunday School hour. This may be an excellent suggestion and may even get more people interested in attending Sunday School.

THE BELL: I have heard nothing more about the gift of the bell to the church.

FUN NIGHT: I have heard nothing more about Fun Nights. Social activities for the summer seem to be wanted in the form of picnics, etc. These are being planned by the Council to occur sometime after Gay Pride activities.

HYMNAL PROJECT: The check has been sent to MCC San Francisco, and we are awaiting recepit of the Hymnal Project from them.

TROY PERRY: I have written Frank Zerilli asking if we could have Troy Perry for the weekend of our anniversary 1996. I have not heard anything back yet.

STUDENT CLERGY: We have been contacted by Gail Waller, prospective student clergy from Mobile, who will be attending UAB this fall in the Bachelor of Social Work program. Gail is interested in doing her student clergy work with us. If she does, I would like her to work with John Hankins at Tuscaloosa part of the time -- first, to give him a hand, but mainly to have a woman in leadership there as well, and to give John some experience in supervising student clergy/deacons.

CHURCH REVIEW PACKET: This has been sent to the District.

Respectfully submitted,
Rev. Marge Ragona

April 16, 1995

CLEANUP and LOCKUP POLICY

For ALL occasions, activities or meetings at Birmingham Wedding Chapel

I. Each service, activity or meeting will have a head coordinator/program chairperson who will see that and ask that others handle reseting the space, cleanup and lockup.

II. Each service, activity or meeting will have a head cleanup coordinator.

III. Each service, activity or meeting, two people will lock the doors. This may be any combination of persons. These two people will the the ultimate responsibility for building security.

IV. Keyholders should not loan their keys to anyone.

V. The buildings will be locked using the following system (turn out lights as needed):

- ☐ Start at parking lot glass doors of education building.
- ☐ Lock yourselves inside the stairwell with both locks.
- ☐ Lock yourselves inside the reception hall with the wooden door.
- ☐ Lock yourselves inside the street-side stairwell with the wooden door.
- ☐ Go upstairs, lock the second floor door.
- ☐ Go out the glass doors to breezeway and lock glass door behind yourselves with both locks.
- ☐ Go inside hallway to sanctuary, lock yourselves inside.
- ☐ Check and lock street doors and wooden office door.
- ☐ Go inside storeroom, lock door up the choir loft steps and lock sound equipment closet.
- ☐ Lock the storeroom door behind yourselves.
- ☐ Lock parking lot door and security gate door.
- ☐ Go out the front doors and lock both behind you.

REGULAR SERVICES, ACTIVITIES AND MEETINGS

Activity	Coordinator	Keyholder	Cleanup
Sun. AM	Marge	Board of AM	Christopher
Sun. PM	Marge	Board of PM	Christopher
Board Meeting	Marge	Allan	William
Choir	Susan	Dennis	Gene
Wed. Study	Marge	.....	Marge
Council Meeting	Marge	.....	Shirley C.
Deacon/Staff Meeting	Marge	Steve	Cliff T.
Deacon Training	Marge	.....	Marge
Quilting Bee	Allan	.....	Allan
Newsletter	Mark M.	.....	Mark M.
Other Training usher, communion	Marge	.....	Marge

When one meeting follows another, the first crew will pass off to the next crew and informs them when they depart even if the two activities overlap. The first crew does a lockup procedure except for the room where the incoming crew is meeting. The last crew does not assume that the first crew has done anything and does the lockup procedure completely.

LEASE WITH OPTION TO PURCHASE

STATE OF ALABAMA
JEFFERSON COUNTY

This lease, made the _____ day of June, 1995 by and between Freeman Andress d/b/a The Birmingham Wedding Chapel, hereinafter referred to as "Landlord" and The Covenant Metropolitan Community Church, hereinafter referred to as the "Lessee", which terms the Landlord and Lessee shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective perties:

WITNESSETH:

That the Landlord, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Landlord, for the terms hereinafter specified, the following described premises:

PREMISES:

The property identified as The Birmingham Wedding Chapel, 5117 First Avenue North, Birmingham, Alabama, which includes but is not limited to, the sanctuary and the reception hall, restrooms, small chapel, and three additional rooms upstairs in the building behind the sanctuary, the legal descripton of said building is set forth on Exhibit "A" attached hereto and made a part hereof.

TERM:

For the Lessee to have and to hold for a term of one year commencing on July 1st, 1995 and continuing thereafter until cancelled by either party with ninety (90) days written notice. Lessee has examined the demised premises and acknowledges that said premises are leased in "as is" condition.

1. **USE:**

A. The demised premises may be used by the Lessee for their religious services, education purposes, choir rehearsal and any other purpose related to Lessee's religious services. Weddings or holy unions performed at the facility by Lessee will be allowed by the Landlord for members, family members of members, and registered friends of Lessee. The Lessee shall use these facilities on Sundays, Mondays, Tuesdays, and Wednesdays. Should the Lessee have a need to use the facility on Thursday, Friday, or Saturday, it will notify the Landlord in sufficient time so as to preclude any conflict in scheduling of the facility for any event, wedding, reception or rehearsal conducted by the Landlord.

B. Lessee shall not perform any act or carry on any practices which may injure the building of which the premises form a part, or be a nuisance or menace to other tenants or guests in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of the Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a Wedding Chapel or which will impair or interfere with or tend to impair or interfere with any of the services performed by the Landlord on the property. Lessee will be responsible for removal of all trash or garbage generated by themselves, and will be responsible for cleaning the carpet in the sanctuary and the reception area of the educational and familyship building twice per year. The Landlord shall be responsible for all care, maintenance, and cleaning of the facility except as stated above.

C. Lessee shall see that the doors and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demised premises are a part, and must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Lessee or Lessee's employees or guests leave the building.

D. No additonal locks or simlar devices shall be attached to any door or window without the Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.

2. **RENTAL:**

Lessee agrees to pay to the Landlord as rental for the demised premises an amount equal to the monthly utlity expenses (electricity, water, and gas). The Lessee assumes responsibility for all property taxes due and payable on the demised premises.

3. **REPAIRS:**

The Landlord shall, at his expense, keep and maintain the common areas (including the parking area) and shall maintain the exterior of the building, including the roof, gutters, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior wiring of the building in good condition and repair, and shall make any and all structural repairs to the exterior of said premises; provided, however, that the Landlord shall not be obligated to make or to pay for any repairs to the building rendered necessary by the fault, act or negligence of the Lessee, its members or guests or any of its servants, agents, or employees.

4. **INSURANCE:**

Lessee assumes responsibility for all insurance on said premises, including a clause for repairs to major mechanical equipment payable to the Landlord. Lessee will carry liability insurance in an amount equal to $300,000.00 combined single limit, and insurance on both its and Landlord's personal properties stored on the premises.

5. **OPTION TO PURCHASE:**

Lessee shall have the option, but not the obligation, of a first right of refusal to purchase the demised premises should it be offered for sale while Lessee is a tenant in good standing and not in default.

This written lease contains a complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Lessee have each caused this lease to be executed on the _____ day of June, 1995.

_____	_____
Witness	Birmingham Wedding Chapel By: Freeman Andress, Owner
_____	_____
Witness	Covenant Metropolitan Community Church, Lessee by its Vice Moderator
_____	_____
Witness	Covenant Metropolitan Community Church, Treasurer

Harris Insurance, Inc.
INSURANCE AND BONDS
1400 PINSON VALLEY PARKWAY
P.O. BOX 170458
BIRMINGHAM, AL 35217-0458
PHONE: 205•841•7555 FAX: 205•849•6069

Independent Insurance Agent®

May 11, 1995

Mr. Allan R. Francis
Covenant Metropolitan Church
5117 First Avenue North
Birmingham, AL 35210

Dear Mr. Francis:

Re: Requirements of New Church Lease

You provided us a copy of a renewal lease that you anticipate executing in June 1995. It does appear the lease has established an "insurable interest" wherein Community Church can in fact purchase insurance on the buildings even thought they are not owned by Community Church.

There are several problems that must first be overcome before we as your insurance representative can proceed. Providing personal property coverage on behalf of the landlord will not fall within the definition of "insurable interest" unless Community Church does in fact use said personal property in worship activities on a regular and continuous basis Also, our policy can't provide liability coverage for Birmingham Wedding Chapel (Freeman Andress, DBA).

We also feel there is a direct conflict in the underwriting qualifications with respect to Community Church operating as a Church (non-profit) and Birmingham Wedding Chapel operating on a profit basis. We can provide coverage on a "non-owned" building where an insurable interest has been established and where Community Church is the only occupant of the building.

The mechanical breakdown coverage cannot be obtained unless we write the building coverage and of course, as stated above, we cannot provide building insurance unless you are the sole occupant of said premises.

Also, when touring the building a few weeks ago, we understood the pipe organ parts contained in the building may not belong to Community Church and in fact we are not sure to whom the organ belongs. Again, due to lack of insurable interest, there appears to be no way we can afford coverage on these parts.

Should you be able to work out total possession of the building and meet the requirements for an "insurable interest" then we are confronted with one other problem. Our recent inspection of the premises noted the need for removal or proper storage of numerous items of personal property.

Mr. Francis, we certainly do not mean to be intolerable about the insurance requirements but due to a very unusual situation associated your Community Church being a tenant, we feel extreme care should be exercised to provide the coverage needed to meet the lessor and lessee expectations. Under present conditions I see no way we can provide the coverage requirements in the June 1995 lease.

Please let me hear from you should you want us to pursue additional lines of coverage.

Sincerely,

HARRIS INSURANCE, INC.

David J. Harris

David J. Harris, CIC

HARDY SERVICES

DIVISION OF HARDY CORPORATION

2912 Third Avenue South
P.O. Box 2046
Birmingham, AL 35201
205/251-4207
FAX 205/251-4279

May 16, 1995

Mr. Alan Francis
Birmingham Wedding Chapel
5117 First Avenue North
Birmingham, Alabama 35202

Alan:

RE: H.V.A.C. MAINTENANCE

The cost to do regular preventive maintenance four times per year would be $287 per visit or $1,148 per year. This includes changing filters, greasing and lubricating all moving parts, checking for freon leaks, checking wiring and belts.

The cost for a full coverage contract which includes all parts and labor for all units would be four installments of $1,750 for a total of $7,000.

Should you have any questions, or need clarification on any item, please call me at 251-4207.

Sincerely yours,

HARDY SERVICES DIVISION

Phil McMurry

Phil McMurry
Service Sales

PM/kdw

LEASE WITH OPTION TO PURCHASE

STATE OF ALABAMA
JEFFERSON COUNTY

This lease, made the ____ day of June, 1995 by and between Freeman Andress d/b/a The Birmingham Wedding Chapel, hereinafter referred to as "Landlord" and The Covenant Metropolitan Community Church, hereinafter referred to as the "Lessee", which terms the Landlord and Lessee shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective perties:

WITNESSETH:

That the Landlord, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Landlord, for the terms hereinafter specified, the following described premises:

PREMISES:

The property identified as The Birmingham Wedding Chapel, 5117 First Avenue North, Birmingham, Alabama, which includes but is not limited to, the sanctuary and the reception hall, restrooms, small chapel, and three additional rooms upstairs in the building behind the sanctuary, the legal descripton of said building is set forth on Exhibit "A" attached hereto and made a part hereof.

TERM:

For the Lessee to have and to hold for a term of one year commencing on July 1st, 1995 and continuing thereafter until cancelled by either party with ninety (90) days written notice. Lessee has examined the demised premises and acknowledges that said premises are leased in "as is" condition.

1. **USE:**

A. The demised premises may be used by the Lessee for their religious services, education purposes, choir rehearsal and any other purpose related to Lessee's religious services. Weddings or holy unions performed at the facility by Lessee will be allowed by the Landlord for members, family members of members, and registered friends of Lessee. The Lessee shall use these facilities on Sundays, Mondays, Tuesdays, and Wednesdays. Should the Lessee have a need to use the facility on Thursday, Friday, or Saturday, it will notify the Landlord in sufficient time so as to preclude any conflict in scheduling of the facility for any event, wedding, reception or rehearsal conducted by the Landlord.

B. Lessee shall not perform any act or carry on any practices which may injure the building of which the premises form a part, or be a nuisance or menace to other tenants or guests in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of the Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a Wedding Chapel or which will impair or interfere with or tend to impair or interfere with any of the services performed by the Landlord on the property. Lessee will be responsible for removal of all trash or garbage generated by themselves, and will be responsible for cleaning the carpet in the sanctuary and the reception area of the educational and familyship building twice per year. The Landlord shall be responsible for all care, maintenance, and cleaning of the facility except as stated above.

C. Lessee shall see that the doors and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demised premises are a part, and must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Lessee or Lessee's employees or guests leave the building.

D. No additonal locks or simlar devices shall be attached to any door or window without the Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.

2. **RENTAL:**

Lessee agrees to pay to the Landlord as rental for the demised premises an amount equal to the monthly utlity expenses (electricity, water, and gas). The Lessee assumes responsibility for all property taxes due and payable on the demised premises.

3. **REPAIRS:**

The Landlord shall, at his expense, keep and maintain the common areas (including the parking area) and shall maintain the exterior of the building, including the roof, gutters, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior wiring of the building in good condition and repair, and shall make any and all structural repairs to the exterior of said premises; provided, however, that the Landlord shall not be obligated to make or to pay for any repairs to the building rendered necessary by the fault, act or negligence of the Lessee, its members or guests or any of its servants, agents, or employees.

4. **INSURANCE:**

Lessee assumes responsibility for all insurance on said premises, including a clause for repairs to major mechanical equipment payable to the Landlord. Lessee will carry liability insurance in an amount equal to $300,000.00 combined single limit, and insurance on both its and Landlord's personal properties stored on the premises.

5. **OPTION TO PURCHASE:**

Lessee shall have the option, but not the obligation, of a first right of refusal to purchase the demised premises should it be offered for sale while Lessee is a tenant in good standing and not in default.

This written lease contains a complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Lessee have each caused this lease to be executed on the ____ day of June, 1995.

_____	_____
Witness	Birmingham Wedding Chapel By: Freeman Andress, Owner
_____	_____
Witness	Covenant Metropolitan Community Church, Lessee by its Vice Moderator
_____	_____
Witness	Covenant Metropolitan Community Church, Treasurer

LEASE WITH OPTION TO PURCHASE

STATE OF ALABAMA
JEFFERSON COUNTY

This lease, made the ____ day of June, 1995 by and between Freeman Andress d/b/a The Birmingham Wedding Chapel, hereinafter referred to as "Landlord" and The Covenant Metropolitan Community Church, hereinafter referred to as the "Lessee", which terms the Landlord and Lessee shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective perties:

WITNESSETH:

That the Landlord, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Landlord, for the terms hereinafter specified, the following described premises:

PREMISES:

The property identified as The Birmingham Wedding Chapel, 5117 First Avenue North, Birmingham, Alabama, which includes but is not limited to, the sanctuary and the reception hall, restrooms, small chapel, and three additional rooms upstairs in the building behind the sanctuary, the legal descripton of said building is set forth on Exhibit "A" attached hereto and made a part hereof.

TERM:

For the Lessee to have and to hold for a term of one year commencing on July 1st, 1995 and continuing thereafter until cancelled by either party with ninety (90) days written notice. Lessee has examined the demised premises and acknowledges that said premises are leased in "as is" condition.

1. **USE:**

A. The demised premises may be used by the Lessee for their religious services, education purposes, choir rehearsal and any other purpose related to Lessee's religious services. Weddings or holy unions performed at the facility by Lessee will be allowed by the Landlord for members, family members of members, and registered friends of Lessee. The Lessee shall use these facilities on Sundays, Mondays, Tuesdays, and Wednesdays. Should the Lessee have a need to use the facility on Thursday, Friday, or Saturday, it will notify the Landlord in sufficient time so as to preclude any conflict in scheduling of the facility for any event, wedding, reception or rehearsal conducted by the Landlord.

B. Lessee shall not perform any act or carry on any practices which may injure the building of which the premises form a part, or be a nuisance or menace to other tenants or guests in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of the Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a Wedding Chapel or which will impair or interfere with or tend to impair or interfere with any of the services performed by the Landlord on the property. Lessee will be responsible for removal of all trash or garbage generated by themselves, and will be responsible for cleaning the carpet in the sanctuary and the reception area of the educational and familyship building twice per year. The Landlord shall be responsible for all care, maintenance, and cleaning of the facility except as stated above.

C. Lessee shall see that the doors and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demised premises are a part, and must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Lessee or Lessee's employees or guests leave the building.

D. No additonal locks or simlar devices shall be attached to any door or window without the Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.

2. **RENTAL:**

Lessee agrees to pay to the Landlord as rental for the demised premises an amount equal to the monthly utlity expenses (electricity, water, and gas). The Lessee assumes responsibility for all property taxes due and payable on the demised premises.

3. **REPAIRS:**

The Landlord shall, at his expense, keep and maintain the common areas (including the parking area) and shall maintain the exterior of the building, including the roof, gutters, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior wiring of the building in good condition and repair, and shall make any and all structural repairs to the exterior of said premises; provided, however, that the Landlord shall not be obligated to make or to pay for any repairs to the building rendered necessary by the fault, act or negligence of the Lessee, its members or guests or any of its servants, agents, or employees.

4. **INSURANCE:**

Lessee assumes responsibility for all insurance on said premises, including a clause for repairs to major mechanical equipment payable to the Landlord. Lessee will carry liability insurance in an amount equal to $300,000.00 combined single limit, and insurance on both its and Landlord's personal properties stored on the premises.

5. **OPTION TO PURCHASE:**

Lessee shall have the option, but not the obligation, of a first right of refusal to purchase the demised premises should it be offered for sale while Lessee is a tenant in good standing and not in default.

This written lease contains a complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Lessee have each caused this lease to be executed on the _____ day of June, 1995.

_____	_____
Witness	Birmingham Wedding Chapel By: Freeman Andress, Owner
_____	_____
Witness	Covenant Metropolitan Community Church, Lessee by its Vice Moderator
_____	_____
Witness	Covenant Metropolitan Community Church, Treasurer

LEASE WITH OPTION TO PURCHASE

STATE OF ALABAMA
JEFFERSON COUNTY

This lease, made the ____ day of June, 1995 by and between Freeman Andress d/b/a The Birmingham Wedding Chapel, hereinafter referred to as "Landlord" and The Covenant Metropolitan Community Church, hereinafter referred to as the "Lessee", which terms the Landlord and Lessee shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective perties:

WITNESSETH:

That the Landlord, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Landlord, for the terms hereinafter specified, the following described premises:

PREMISES:

The property identified as The Birmingham Wedding Chapel, 5117 First Avenue North, Birmingham, Alabama, which includes but is not limited to, the sanctuary and the reception hall, restrooms, small chapel, and three additional rooms upstairs in the building behind the sanctuary, the legal descripton of said building is set forth on Exhibit "A" attached hereto and made a part hereof.

TERM:

For the Lessee to have and to hold for a term of one year commencing on July 1st, 1995 and continuing thereafter until cancelled by either party with ninety (90) days written notice. Lessee has examined the demised premises and acknowledges that said premises are leased in "as is" condition.

1. **USE:**

A. The demised premises may be used by the Lessee for their religious services, education purposes, choir rehearsal and any other purpose related to Lessee's religious services. Weddings or holy unions performed at the facility by Lessee will be allowed by the Landlord for members, family members of members, and registered friends of Lessee. The Lessee shall use these facilities on Sundays, Mondays, Tuesdays, and Wednesdays. Should the Lessee have a need to use the facility on Thursday, Friday, or Saturday, it will notify the Landlord in sufficient time so as to preclude any conflict in scheduling of the facility for any event, wedding, reception or rehearsal conducted by the Landlord.

B. Lessee shall not perform any act or carry on any practices which may injure the building of which the premises form a part, or be a nuisance or menace to other tenants or guests in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of the Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a Wedding Chapel or which will impair or interfere with or tend to impair or interfere with any of the services performed by the Landlord on the property. Lessee will be responsible for removal of all trash or garbage generated by themselves, and will be responsible for cleaning the carpet in the sanctuary and the reception area of the educational and familyship building twice per year. The Landlord shall be responsible for all care, maintenance, and cleaning of the facility except as stated above.

C. Lessee shall see that the doors and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demised premises are a part, and must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Lessee or Lessee's employees or guests leave the building.

D. No additonal locks or simlar devices shall be attached to any door or window without the Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.

2. **RENTAL:**

Lessee agrees to pay to the Landlord as rental for the demised premises an amount equal to the monthly utlity expenses (electricity, water, and gas). The Lessee assumes responsibility for all property taxes due and payable on the demised premises.

3. **REPAIRS:**

The Landlord shall, at his expense, keep and maintain the common areas (including the parking area) and shall maintain the exterior of the building, including the roof, gutters, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior wiring of the building in good condition and repair, and shall make any and all structural repairs to the exterior of said premises; provided, however, that the Landlord shall not be obligated to make or to pay for any repairs to the building rendered necessary by the fault, act or negligence of the Lessee, its members or guests or any of its servants, agents, or employees.

4. **INSURANCE:**

Lessee assumes responsibility for all insurance on said premises, including a clause for repairs to major mechanical equipment payable to the Landlord. Lessee will carry liability insurance in an amount equal to $300,000.00 combined single limit, and insurance on both its and Landlord's personal properties stored on the premises.

5. **OPTION TO PURCHASE:**

Lessee shall have the option, but not the obligation, of a first right of refusal to purchase the demised premises should it be offered for sale while Lessee is a tenant in good standing and not in default.

This written lease contains a complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Lessee have each caused this lease to be executed on the _____ day of June, 1995.

_____ _____

Witness

Birmingham Wedding Chapel
By: Freeman Andress, Owner

_____ _____

Witness

Covenant Metropolitan Community Church, Lessee by its Vice Moderator

_____ _____

Witness

Covenant Metropolitan Community Church, Treasurer

LEASE WITH OPTION TO PURCHASE

STATE OF ALABAMA
JEFFERSON COUNTY

This lease, made the _____ day of June, 1995 by and between Freeman Andress d/b/a The Birmingham Wedding Chapel, hereinafter referred to as "Landlord" and The Covenant Metropolitan Community Church, hereinafter referred to as the "Lessee", which terms the Landlord and Lessee shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective perties:

WITNESSETH:

That the Landlord, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Landlord, for the terms hereinafter specified, the following described premises:

PREMISES:

The property identified as The Birmingham Wedding Chapel, 5117 First Avenue North, Birmingham, Alabama, which includes but is not limited to, the sanctuary and the reception hall, restrooms, small chapel, and three additional rooms upstairs in the building behind the sanctuary, the legal descripton of said building is set forth on Exhibit "A" attached hereto and made a part hereof.

TERM:

For the Lessee to have and to hold for a term of one year commencing on July 1st, 1995 and continuing thereafter until cancelled by either party with ninety (90) days written notice. Lessee has examined the demised premises and acknowledges that said premises are leased in "as is" condition.

1. **USE:**

A. The demised premises may be used by the Lessee for their religious services, education purposes, choir rehearsal and any other purpose related to Lessee's religious services. Weddings or holy unions performed at the facility by Lessee will be allowed by the Landlord for members, family members of members, and registered friends of Lessee. The Lessee shall use these facilities on Sundays, Mondays, Tuesdays, and Wednesdays. Should the Lessee have a need to use the facility on Thursday, Friday, or Saturday, it will notify the Landlord in sufficient time so as to preclude any conflict in scheduling of the facility for any event, wedding, reception or rehearsal conducted by the Landlord.

B. Lessee shall not perform any act or carry on any practices which may injure the building of which the premises form a part, or be a nuisance or menace to other tenants or guests in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of the Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a Wedding Chapel or which will impair or interfere with or tend to impair or interfere with any of the services performed by the Landlord on the property. Lessee will be responsible for removal of all trash or garbage generated by themselves, and will be responsible for cleaning the carpet in the sanctuary and the reception area of the educational and familyship building twice per year. The Landlord shall be responsible for all care, maintenance, and cleaning of the facility except as stated above.

C. Lessee shall see that the doors and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demised premises are a part, and must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Lessee or Lessee's employees or guests leave the building.

D. No additonal locks or simlar devices shall be attached to any door or window without the Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.

2. **RENTAL:**

Lessee agrees to pay to the Landlord as rental for the demised premises an amount equal to the monthly utlity expenses (electricity, water, and gas). The Lessee assumes responsibility for all property taxes due and payable on the demised premises.

3. **REPAIRS:**

The Landlord shall, at his expense, keep and maintain the common areas (including the parking area) and shall maintain the exterior of the building, including the roof, gutters, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior wiring of the building in good condition and repair, and shall make any and all structural repairs to the exterior of said premises; provided, however, that the Landlord shall not be obligated to make or to pay for any repairs to the building rendered necessary by the fault, act or negligence of the Lessee, its members or guests or any of its servants, agents, or employees.

4. **INSURANCE:**

Lessee assumes responsibility for all insurance on said premises, including a clause for repairs to major mechanical equipment payable to the Landlord. Lessee will carry liability insurance in an amount equal to $300,000.00 combined single limit, and insurance on both its and Landlord's personal properties stored on the premises.

5. **OPTION TO PURCHASE:**

Lessee shall have the option, but not the obligation, of a first right of refusal to purchase the demised premises should it be offered for sale while Lessee is a tenant in good standing and not in default.

This written lease contains a complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Lessee have each caused this lease to be executed on the ____ day of June, 1995.

_____	_____
Witness	Birmingham Wedding Chapel By: Freeman Andress, Owner
_____	_____
Witness	Covenant Metropolitan Community Church, Lessee by its Vice Moderator
_____	_____
Witness	Covenant Metropolitan Community Church, Treasurer

LEASE WITH OPTION TO PURCHASE

STATE OF ALABAMA
JEFFERSON COUNTY

This lease, made the 10 day of June, 1994 by and between Freeman Andress d/b/a The Birmingham Wedding Chapel, hereinafter referred to as "Landlord" and The Covenant Metropolitan Community Church, hereinafter referred to as the "Lessee", which terms the Landlord and Lessee shall include, whatever the context admits or requires, singular and plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

That the Landlord, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Landlord, for the term hereinafter specified, the following described premises:

PREMISES:

The property identified as The Birmingham Wedding Chapel, 5117 1st Avenue North, Birmingham, Alabama which includes but is not limited to, the sanctuary and the reception hall, chapel, restrooms, and two additional rooms upstairs in the building behind the sanctuary, the legal description of said building is set forth on Exhibit "A" attached hereto and made a part hereof.

TERM:

For the Lessee to have and to hold for an initial term of one (1) year commencing on June 24th, 1994 and continuing thereafter until cancelled by either party with ninety (90) days written notice. Lessee has examined the demised premises and acknowledges that said premises are leased in an "as is" condition.

1. **USE:**

A. The demised premises may be used by the Lessee for their religious services, education purposes, choir rehearsal and any other purpose related to Lessees religious services. Weddings or holy unions performed at the facility by Lessee will be allowed by the Landlord for members, family members of members and registered friends of Lessee. The Lessee shall use these facilities on Sundays, Mondays, Tuesdays and Wednesdays. Should the Lessee have a need to use the facility on Thursday, Friday or Saturday, it will notify the Landlord in sufficient time so as to preclude any conflict in scheduling of the facility for a wedding or rehearsal conducted by the Landlord.

B. Lessee shall not perform any act or carry on any practices which may injure the building of which the premises form a part or be a nuisance or menace to other tenants or guests in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of the Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a Wedding Chapel or which will impair or interfere with or tend to impair or interfere with any of the services performed by the Landlord on the property. Lessee will be responsible for cleaning the carpet in the sanctuary and the reception area of the educational and familyship building twice per year. The Landlord shall be responsible for all care, maintenance and cleaning of the facility except as stated above.

C. Lessee shall see that the doors and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demised premises are a part and must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Lessee or Lessee's employees or guests leave the building.

D. No additional locks or similar devices shall be attached to any door or window without the Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made.

2. **RENTAL:**

Lessee agrees to pay to the Landlord as rental for the demised premises an amount equal to the monthly utility expenses.

3. **LANDLORD REPAIRS:**

The Landlord shall, at his expense, keep and maintain the common areas (including the parking area) and shall maintain the exterior of the building, including the roof, gutter, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior wiring of the building in good condition and repair and shall make any and all structural repairs to the exterior of said premises; provided, however, that the Landlord shall not be obligated to make or pay for any repairs to the building rendered necessary by the fault, act or negligence of the Lessee, its members or guests or any of its servants, agents, or employees.

4. **INSURANCE:**

Lessee will carry liability insurance in an amount equal to $300,000.00 combined single limit, and insurance on its personal properties stored on the premises.

5. **OPTION TO PURCHASE:**

Lessee shall have the option, but not the obligation, of a first right of refusal to purchase the demised premises should it be offered for sale while Lessee is a tenant in good standing and not in default.

This written lease contains a complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Lessee have each caused this lease to be executed on the 10 day of June, 1994.

Patricia J Seitz
Witness

Freeman D. Andress
Birmingham Wedding Chapel
By: Freeman Andress, Owner

Witness

Covenant Metropolitan Community Church, Lessee by its Vice Moderator

Witness

Covenant Metropolitan Community Church, Treasurer

MARGE

Orrie Irwin Jr. SRA 400 So 41st ST 592 8964 592 8561 Market Value Appraisal

Mr. Freeman Andress called me yesterday (Sunday 6/24) Said he would like to meet with me in an UNOFFICIAL way to talk about him selling the church. Hm 592 4861

I met with him and Pat this morning. Then called Marge after the meeting.

What we talked about:
1. He losing money..... Wedding are not paying the taxes.
2. He is giving the organ parts to the Lyric Theater. (Thank the Lord)
3. He would not give a price. He wanted us to make an offer! [Appraisal is our cost! $15-1800]
4. He said that he would not take less than market price. Paid $225 (He says he has more in it than that!]
5. All furnishings are to be sold. Piano [Paid 15 k] (Pews excluded)
6. As owners would save $3400 in property taxes each year.
7. He may consider holding mortgage.

Other things to think about!(Pray about!)
He feels someone needs to be here during the day, everyday. (security)
He feels major repairs are coming soon. (Roof leaking, pointing up bricks, plumbing, electrical)
Don't forget Air conditioner????
We will have Mortgage payments in addition to repairs and utilities.
What if we lay out money for appraisal and can't afford to buy? We need appraisal to get loan! ???????

MARGE